

RATIFICATION, CONFIRMATION, REEXECUTION AND  
REENACTMENT OF AGREEMENT AND ASSIGNMENT OF MINING LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, KOLEY BLACK and FAY BLACK, husband and wife and Navajo Indians, became the holders of a mining lease on Navajo Tribal Indian lands pursuant to a lease dated December 20, 1949, from the Navajo Tribe of Indians to Koley Black, which lease was recorded on May 12, 1950 in Book 3 of Mining Claims, page 623 and page 624 of the Records of Apache County, Arizona, and which lease covers the following described real property, to wit:

Beginning at a monument approximately three and one half miles in a southerly direction from Government Day School in Cove and will run easterly approximately 1 mile, thence southerly approximately one half mile, thence westerly approximately 1 mile, thence northerly approximately one half mile to point of beginning, containing approximately 320 acres un surveyed country on Navajo Reservation, Apache County, Arizona, known as Cove No. 2., and

Beginning on the Southwest Corner of Cove No. 2 running in a southerly direction approximately two miles to a monument in District 11, thence approximately one half mile in a westerly direction, thence approximately one half mile in a southerly direction, thence approximately 1 mile in an easterly direction, thence one half mile in a northerly direction, thence one half mile westerly to point of beginning, containing approximately 320 acres in unsurveyed country on Navajo Reservation, Apache County, Arizona,

and

WHEREAS, the said Koley Black by and with the consent, agreement and approval of the said Fay Black, his wife, did on the 20th day of December, 1949, assign to F. A. Sitton of Dove Creek, Colorado, a three-fourths (3/4) interest in and to said lease just described, which said assignment was recorded in the

WHEREAS, the said F. A. Sitton did thereafter and on the 30th day of November, 1950, assign said three-fourths (3/4) interest in said mining lease to F. A. Sitton, Inc., a corporation of the State of Colorado, which said assignment was recorded in the Records of Apache County, Arizona, on April 11, 1952 in Book 4 of Mining Claims, pages 3 and 4, and

WHEREAS, the name of F. A. Sitton, Inc., a corporation, was thereafter changed to Navajo Uranium Company, and

WHEREAS, Navajo Uranium Company, a corporation of the State of Colorado, is now the owner and holder of said three-fourths (3/4) interest in said mining lease, and

WHEREAS, said mining lease was amended on August 22, 1951, by an agreement made by and between Allan G. Harper, Area Director of Window Rock, State of Arizona, acting for and on behalf of the Navajo Tribe of Indians on the one hand and Koley Black, acting for and on behalf of himself and his wife, Fay Black, and by and with the consent, agreement and approval of his said wife, on the other hand and Navajo Uranium Company, a Colorado corporation, on the third hand, which said agreement was recorded in the Records of Apache County, Arizona, on April 11, 1952, in Book 4 of Mining Claims at pages 4 to 7, and

WHEREAS, the said Koley Black for and on behalf of himself and by and with the consent, agreement and approval of his wife, Fay Black, on the one hand and Dan Phillips, a Navajo Indian on the other hand and F. A. Sitton, Inc., a Colorado corporation on the third hand, did on April 5, 1950, enter into a working and unification agreement with respect to the interest of Koley Black and Fay Black, husband and wife, in and to said mining leases and

and to another mining lease of Navajo Tribal lands, said lease from the Navajo Tribe of Indians to Dan Phillips being dated December 20, 1949 and having been recorded on May 12, 1950 in Book 3 of Mining Claims, pages 621 and 622 of the Records of Apache County, Arizona, covering the following described real property, to wit:

Beginning at a monument approximately three and one half miles in a southerly direction from Government Day School in Cove and will run two miles in a westerly direction, thence one half mile in a southerly direction, thence two miles easterly, thence one half mile northerly to the point of beginning, containing approximately 640 acres in unsurveyed country in District 12 on the Navajo Reservation, Apache County, Arizona,

and

WHEREAS, all of said assignments and agreements affecting the interests of Koley Black and Fay Black, husband and wife, in and to the above described mining lease running to Koley Black, were made with the full consent, knowledge, approval and authority of the said Fay Black, the wife of the said Koley Black and it is now desired that all of the foregoing instruments be ratified, confirmed, approved, reenacted and reexecuted in the name of Koley Black and Fay Black, husband and wife,

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars to them in hand paid by Navajo Uranium Company, a corporation, the receipt whereof is confessed and acknowledged and for and in consideration of the covenants and agreements contained in the foregoing assignments and agreements, Koley Black and Fay Black, husband and wife, hereby agree with Navajo Uranium Company as follows:

1. That all of the leases and agreements hereinabove described are by reference incorporated in this agreement as fully as though

2. That the said Koley Black and Fay Black, husband and wife, hereby ratify, confirm, reexecute and reenact as of the dates thereof all of the aforesaid assignments and agreements as fully and with like effect as though said agreements had been on the dates thereof executed, acknowledged and delivered by the said Koley Black and Fay Black, husband and wife, and the said Koley Black and Fay Black, husband and wife, hereby acknowledge and agree that said assignments and agreements have at all times since the dates thereof been in full force and effect as fully as though actually executed, acknowledged and delivered on the dates thereof.

3. The said Koley Black and Fay Black, husband and wife, do hereby release, demise and forever quitclaim unto NAVAJO URANIUM COMPANY, a corporation, the undivided three-fourths (3/4) interest in and to the above described mining lease running to Koley Black, which is described in the above described assignment of mining lease executed by Koley Black and running to F. A. Sitton.

TO HAVE AND TO HOLD said undivided three-fourths (3/4) interest in and to said mining lease unto Navajo Uranium Company, a corporation, and its successors and assigns forever.

4. Navajo Uranium Company, a corporation, does hereby ratify and confirm, approve, reenact and reexecute as of the date thereof the said agreement above described between Dan Phillips, Koley Black and F. A. Sitton, Inc., a corporation.

IN WITNESS WHEREOF, Koley Black and Fay Black, husband and wife, have hereunto set their hands and seals this \_\_\_\_ day of May, 1952, and Navajo Uranium Company, a corporation, has caused its corporate name to be hereunto subscribed by the hand of its

by the hand of its Secretary this 6<sup>th</sup> day of May, 1952.

Koley Black  
Koley Black

Fay Black  
Fay Black

NAVAJO URANIUM COMPANY

ATTEST:

Edmund Key  
Secretary

By R. O. Fulbright  
Its President

STATE OF COLORADO }  
County of } ss.

On this \_\_\_\_ day of May, 1952, before me personally appeared KOLEY BLACK and FAY BLACK, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

STATE OF COLORADO }  
County of Montezuma } ss.

On this 6<sup>th</sup> day of May, 1952, before me personally appeared R.O. DULANEY, JR. to me personally known, who being by me duly sworn, did say that he is President of Navajo Uranium Company, a corporation organized under the laws of the State of Colorado, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and said R.O. DULANEY JR acknowledged said instrument to be the free act and deed of said corporation.